

**PART 9**

**A GUIDE TO**

**SOURCE SELECTION**

**PROCEDURES**

**A GUIDE TO SOURCE SELECTION PROCEDURES**

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**II. DESCRIPTION OF PROCUREMENT**

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**VI. EVALUATION CRITERIA**

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(2) EVALUATION SCORE SHEETS**

**NOTE:** While the documents below indicate “Procurement Sensitive - For Official Use Only”; *this is for information only*. The labeling should only appear when they are filled out. The blank forms themselves are not considered PS-FOUO.

## **PROCUREMENT SENSITIVE - FOR OFFICIAL USE ONLY**

### **SOURCE SELECTION PLAN FOR \_\_\_\_\_(AGENCY NAME) \_\_\_\_\_**

#### **I. INTRODUCTION.**

##### **a. Required Documentation Prior to Solicitation**

- Prepare evaluation criteria and include scores by factor and sub-factor.
- Provide evaluation worksheet for review by the contracting officer.

b. This plan establishes the administrative procedures and provides the criteria to be used in awarding a contract for \_\_\_\_\_(TYPE OF SERVICE/SUPPORT) for the \_\_\_\_ (AGENCY NAME) \_\_\_\_\_. The purpose of this plan is to provide administrative guidance, organizational responsibilities, technical evaluation criteria, and other procedures for evaluating proposals received in response to the Government's Request for Proposals (RFP). Implementation of this plan --

1. Insures that each participant has a clear understanding of the evaluation process;
2. Assures impartial, comprehensive and timely evaluation of proposals to identify offerors whose expertise and capabilities satisfy the solicitation requirements;
3. Provides the Contracting Officer (CO) with a comprehensive technical evaluation based on the independent and collective judgments of experienced technical and management personnel; and
4. Provides an official record of the evaluation process.

##### **c. This plan:**

1. Delineates the Source Selection Evaluation Team (SSET) responsibilities;
2. Establishes the procedures for conducting the proposal evaluations;
3. Specifies criteria to be used in the evaluation together with the applicable scoring technique.

d. The nature of the work to be performed and the resulting contract type makes it imperative that the best qualified offeror be selected. Selection based solely upon the lowest bid offers no assurance of quality performance. The Government solicitation requires that offerors provide both technical and cost proposals. The contract will be awarded on an unrestricted basis.

#### **II. DESCRIPTION OF PROCUREMENT.**

The contractor shall furnish all requirements necessary to provide technical, analytical, developmental and program management support associated with the \_\_\_\_ (Type of service) \_\_\_\_ . The requirements shall be provided in accordance with the Statement of Work (SOW) entitled “Statement of Work for \_\_\_\_ (project title) \_\_\_\_ .

### **III. PROCUREMENT STRATEGY.**

a. For the evaluation process, interested offerors will submit technical and cost proposals. Technical proposals must provide the information needed to all of the SSET to perform the evaluation in accordance with the award factors and criteria as stipulated in this plan and contained in Section M of the RFP. The RFP also requires a cost proposal consistent with the technical proposal and in sufficient detail for evaluation and determination of a reasonable price to the Government.

b. Technical proposals will concentrate on four distinct areas:

1. Corporate Qualifications and Staff Experience
2. Technical Approach and Schedule
3. Understanding the Project
4. Understanding the Objective

c. The cost proposal will include prices for all labor categories for the services to be performed and other information. The cost proposal will be evaluated by the CO in accordance with applicable directives. Assistance and/or input may be provided by the technical evaluation committee as directed by the CO.

d. The following information is a general description of the source selection process. This information is divided into three parts. Part I describes the receipt of proposals from the CO and responsibilities of the SSET. Part II describes the technical evaluation, negotiation process and reports required to be submitted to the CO. Part III describes the cost evaluation process, best and final offers (BAFO), and debriefing responsibilities.

### **IV. SOURCE SELECTION PERSONNEL.**

a. Safeguards

Members of the panel should meet to assure they understand evaluation procedures and are following the same ground rules:

1. Assure that none of the panel members, either voting or non-voting, have any financial or other conflict of interest for the acquisition. Read and sign all Non-disclosure, financial interest and Procurement Official Certification forms furnished by the contracting officer; and

2. Do not divulge any information concerning the proposals or assessment to anyone during the evaluation until a report is prepared and forwarded to the contracting officer. Afterwards, do not divulge any information unless at the express direction of the contracting officer.

b. Evaluation Steps

1. Requirements Validation (FIP requirements only). Involves the screening of proposals at a fairly high level to insure that any mandatory solicitation requirements have been addressed. In some cases, compliance with the requirement may be self-evident, though in a vast majority of cases, elaboration on the approach is needed. Any offeror failing to meet mandatory minimum requirements would not be considered further.

2. Past Performance. This includes the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost-reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.

3. Assessment of Proposals. This is done by point scoring each offeror against the evaluation factors set forth in the solicitation. While inherently subjective, there should be a factual base for all the scoring. To help the evaluator and, later on, the contracting officer, specific comments on the proposal, both positive and negative, should be made on the scoresheet(s). Evaluators should feel free to consult to with each other during the evaluation process. In no case should proposals be compared against each other.

c. Preparation of Report must include the following:

1. An executive summary outlining the main findings and rank ordering of proposals;

2. A detailed analysis of the strengths and weaknesses of each proposal with specific, not generalized, backup for assessments. (For those proposals not highly ranked, generally those which are marginal or unacceptable, include an assessment as to whether they are susceptible to being made acceptable. Evaluator score sheets and all notes taken during evaluation must be included.) A technical analysis of each proposal must be included. Adequacy of staff hours, supplies and materials, and travel must be addressed;

3. A recommendation of those offerors who should be included in the competitive range for discussions. This includes all firms with a realistic chance of being awarded the contract. It is unusual to be able to award off initial proposal submissions; and

4. Proposed discussion issues to be addressed to firms in the competitive range. These may include requests for clarifications and weaknesses noted, including shortcomings or omissions, and factual errors. Discussions -

- (a) Involve all firms in the competitive range;
- (b) May be face-to-face, reduced to writing, or both;
- (c) May include technical issues, costs, or both;
- (d) Culminate in Best and Final Offers (BAFOs).

d. Rescoring of Proposals

- 1. Necessary when technical issues are involved in discussions;
- 2. Include a total assessment of the initial proposal, any presentation during face-to-face discussion and BAFO submission;
- 3. Report furnished will be in similar format to original. Include recommended awardee and provide supporting rationale.

e. Debriefings

- 1. All successful offerors are entitled to debriefing so they can be informed why they were not selected;
- 2. Contracting officer may request technical assistance;
- 3. Allow contracting officer to run the meeting. Follow the lead.

When called upon to speak, never divulge point scores of offeror being debriefed or any competitors and never compare proposal against another contractor's.

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**ATTACHMENT 1**

**SAMPLE EVALUATION CRITERIA**

**1. Factor 1. (\_\_\_\_ Points Total) Corporate Qualifications and Staff Experience.** The Government will evaluate the offer's prior and on-going experience and performance on project's similar to that described in the Statement of Work, to include:

**Sub-factor 1. (\_\_\_\_ Points Total) Similar Project Experience**

(a) Specific description of prior and on-going, direct experience in (list specifics).  
(XX Points)

(b) Specific description of offer's past performance on projects similar to this contract's area and scope, (XX Points)

**Sub-factor 2. (\_\_\_\_ Points Total) Project Team Qualifications**

The Government will evaluate the offer's rationale for staffing the project team with the personnel proposed and the degree to which each team member's/key personnel's qualifications are appropriate for the work required.

**2. Factor 2. (\_\_\_\_ Points Total) Technical Approach and Schedule.**

The Government will evaluate the offer's comprehensive approach, detailed work plan, and proposed staffing to accomplish each task. This factor will be evaluated in terms of comprehension and feasibility. Credit will be given for innovations where deemed appropriate and feasible for the proposed area of application. This section shall demonstrate the offer's complete understanding of the project

**Sub-factor 1. (\_\_\_\_ Points Total) Work Plan.**

The Government will evaluate the offer's explanation of how each task is to be accomplished, to include estimate of total staff hours required and reasonableness of time table.

**Sub-factor 2. (\_\_\_\_ Points Total) Project Management.**

The Government will evaluate the offer's outline of state-of-the-art management techniques to be used in managing the project.

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**Sub-factor 3. (\_\_\_ Points Total) Additional Software.**

The Government will evaluate the offer's identification of additional (above Government furnished products or packages) to determine its' feasibility and applicability as a requirement to execute any proposed technical solution to tasks.

**Factor 3. (\_\_\_ Points Total) Understanding the Objective.**

**Sub-factor 1. (\_\_\_ Points Total) Potential Problems.**

The Government will evaluate the degree to which the offeror has performed a realistic appraisal and identified potential problems in undertaking this type of contractual effort.

**Sub-factor 2. (\_\_\_ Points Total) Suggestions or Recommendations**

The Government will evaluate the degree to which the offeror demonstrates a positive and innovative attitude in relation to the scope of the proposed work.

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**ATTACHMENT 2**

**SAMPLE EVALUATION CRITERIA AND SCORE SHEET**

**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 1: Corporate Qualifications and Staff Experience** \_\_\_\_\_ **Points**  
**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 1a: Specific Project Experience.**

**Specific description of prior and on-going, direct experience in (indicate specifics):**

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_  
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**WEAKNESSES:** \_\_\_\_\_  
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**DEFICIENCIES:** \_\_\_\_\_  
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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 1: Corporate Qualifications and Staff Experience** \_\_\_\_\_ **Points**  
**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 1b: Similar Project Experience.**

**Description of offer's past performance on projects similar to this contract's area and scope.**

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_  
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**WEAKNESSES:** \_\_\_\_\_  
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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 1: Corporate Qualifications and Staff Experience** \_\_\_\_\_ **Points**  
**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 2: Project Team Qualification.**

The Government will evaluate the offer's rationale for staffing the project team with the personnel proposed and the degree to which each team member's/key personnel's qualifications are appropriate for the work required.

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_  
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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 2: Technical Approach and Schedule.** \_\_\_\_\_ **Points**  
**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 1: Work Plan**

The Government will evaluate the offer's explanation of how each task is to be accomplished, to include estimate of total staff hours required and reasonableness of time table.

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_  
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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 2: Technical Approach and Schedule.** \_\_\_\_\_ **Points**

**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 2: Project Management.**

The Government will evaluate the offer's outline of state-of-the-art management techniques to be used in managing the project.

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_

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**WEAKNESSES:** \_\_\_\_\_

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**DEFICIENCIES:** \_\_\_\_\_

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**AREAS REQUIRING DISCUSSION:**

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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 2: Technical Approach and Schedule.** \_\_\_\_\_ **Points**

**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 3: Additional Software.**

The Government will evaluate the offer's identification of additional software (above Government furnished products or packages) to determine its' feasibility and applicability as a requirement to execute any proposed technical solution to tasks.

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_

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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 3: Understanding the Objectives** \_\_\_\_\_ **Points**  
**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 1: Potential Problems.**

The Government will evaluate the degree to which the offeror has performed a realistic appraisal and identified potential problems in undertaking this type of contractual effort.

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_  
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**VENDOR ID** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATION PANEL MEMBER:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**FACTOR 3: Understanding the Objectives** \_\_\_\_\_ **Points**  
**Total Panel Member Score** \_\_\_\_\_

**Sub-Factor 2: Suggestions or Recommendations.**

The Government will evaluate the degree to which the offeror demonstrates a positive and innovative attitude in relation to the Scope of the proposed work..

**Panel Member Score** \_\_\_\_\_

**STRENGTHS:** \_\_\_\_\_  
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# PART 10

## REFERENCED FORMS

(SAMPLES)

<b>MATERIAL INSPECTION AND RECEIVING REPORT</b>										Form Approved OMB No. 0704-0248	
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington, DC 20503. <b>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES.</b> <b>SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</b>											
1. PROC. INSTRUMENT IDEN. (CONTRACT)				(ORDER) NO.		6. INVOICE NO./DATE		7. PAGE OF		8. ACCEPTANCE POINT	
2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L TCN			5. DISCOUNT TERMS				
9. PRIME CONTRACTOR CODE				10. ADMINISTERED BY CODE							
11. SHIPPED FROM (If other than 9) CODE				FOB:		12. PAYMENT WILL BE MADE BY CODE					
13. SHIPPED TO CODE				14. MARKED FOR CODE							
15.  ITEM	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)					17.  QUANTITY SHIP/REC'D*	18.  UNIT	19.  UNIT PRICE	20.  AMOUNT		
21. CONTRACT QUALITY ASSURANCE <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.</p> <p>DATE _____ SIGNATURE OF AUTH GOVT REP _____</p> <p>TYPED NAME AND OFFICE _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.</p> <p>DATE _____ SIGNATURE OF AUTH GOVT REP _____</p> <p>TYPED NAME AND TITLE _____</p> </div> </div>						22. RECEIVER'S USE Quantities shown in column 17 were received in apparent good condition except as noted. <div style="display: flex; justify-content: space-between;"> <div>DATE RECEIVED _____</div> <div>SIGNATURE OF AUTH GOVT REP _____</div> </div> <p>TYPED NAME AND OFFICE _____</p> <p><i>* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle.</i></p>					
23. CONTRACTOR USE ONLY											

<b>ADMINISTRATIVE SERVICE REQUEST</b>				1. DATE SUBMITTED				2. REQUIRED DELIVERY DATE					
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16. SUPPL. ADDRESS		17. SIGNAL	18. FUND CD	19. PROJECT CD	20. PRIORITY	21. ADVICE CD	22. APC		23. UNIT PRICE		24. TOTAL PRICE		
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**DD Form 1262**

<b>CONTRACT DATA REQUIREMENTS LIST</b>														Form Approved OMB No. 0704-0188			
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<b>A. CONTRACT LINE ITEM NO.</b>				<b>B. EXHIBIT</b>				<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____									
<b>D. SYSTEM/ITEM</b>								<b>E. CONTRACT/PR NO.</b>				<b>F. CONTRACTOR</b>					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM										3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)								5. CONTRACT REFERENCE				6. REQUIRING OFFICE					
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION									
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE				b. COPIES					
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DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.				
1. TITLE		2. IDENTIFICATION NUMBER		
3. DESCRIPTION/PURPOSE				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS		9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS				
11. DISTRIBUTION STATEMENT				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE    OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>			(✓)		
			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED <i>(SEE ITEM 11)</i>		
			10A. MODIFICATION OF CONTRACTS/ORDER NO.		
CODE			FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER <i>(Specify type of modification and authority)</i>				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		BY _____ <i>(Signature of Contracting Officer)</i>	

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PREVIOUS EDITION UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

USAPPC V1.00

**SF 30**



# PART 11

## BASIC CONTRACTING TERMS



## BASIC CONTRACTING TERMS

**Acceptance:** The act of an authorized representative by which the Government, for itself or as an agent of another, assumes ownership of supplies tendered or approves specific services rendered as partial or complete performance of the contract.

**Acquisition:** The acquiring by contract with appropriated funds of supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract.

**Acquisition Life-Cycle:** The period covering all acquisition-related activities. The acquisition life-cycle for software development services begins when agency needs are established and ends with the conclusion of the services.

**Acquisition Methods:** Sharing, reutilization, contracting for items or services by lease or purchase, or any other legally acceptable method.

**Acquisition Planning:** The process by which efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency need in a timely manner at a reasonable cost. It includes developing the overall strategy for managing the acquisition.

**Administrative Change:** A unilateral contract change, in writing, that does not affect the substantive rights of the parties such as a change in the paying office or the appropriation data.

**Administrative Contracting Office (ACO):** The Government contracting office, often at an installation other than the one making the contract, who is authorized to perform postaward contract administration duties, monitor contractor's performance, and perform postaward contractual functions delegated by the Procuring Contracting Office (PCO).

**Agreement and License:** An instrument executed between industry and the Government that sets forth all the terms, conditions, responsibilities and liabilities of the parties.

**Application Software:** Programs that perform specific tasks, such as word processing or database management.

**Best and Final Offer (BAFO):** A final proposal submission by all offerors in the competitive range submitted at a common cut-off date at the request of the contracting officer after conclusion of negotiations.

**Best Value:** The process used in competitive negotiated acquisition to select the most advantageous offer by evaluating and comparing factors in addition to cost or price. Implicit in a best value source selection is the Government's willingness to accept other than the lowest price, minimally acceptable offer, if the added benefits of a higher priced offer exceed the additional cost or price.

**Bidder:** One who responds to a Government request for sealed bids.

**Briefing:** A unilateral or bilateral discussion between or among industry representatives and Government personnel relating to the capabilities or products of the respective industry. Briefings may involve the use of visual aids or copies of materials generated by the respective industry.

**Change Order:** A written order signed by the contracting officer, authorized by the "Changes" clause in the contract, to modify contractual requirements within the scope of the contract..

**Changes Clause:** Standard in Government contracts, mandatory in most, the clause gives the Government the right to unilaterally alter specific matters affecting the performance of the contract.

**Commerce Business Daily (CBD):** A daily publication that lists the Government's proposed contract actions, contract awards, subcontracting leads, sales, surplus property, and foreign business opportunities.

**Commercial Item:** An item, including both supplies and services, of a class or kind that is regularly used for other than Government purposes and is sold or trade in the course of conducting normal business operations.

**Competition:** Part of an acquisition strategy whereby more than one contractor is sought to bid on [propose] performing a service or function, with the winner being selected on the basis of criteria established by the activity for whom the work is to be performed.

**Competition in Contracting Act (CICA):** A 1984 congressional act designed to foster competition and promote cost savings; requires the use of advance procurement planning and market research, as well as the use of commercial products whenever practicable..

**Competitive Range:** Establishes prior to discussions, these are concerns who, on the basis of price and other factors, have a chance to be awarded a contract.

**Contract:** .An agreement, enforceable by law, between two or more competent parties to do or not do something not prohibited by law, for legal consideration. Involves both an offer and an acceptance.

**Contract Administration:** The oversight of a contractor's [suppliers] performance pursuant to the fulfillment of the terms, conditions, and specifications of a contract.

**Contract Data Requirements List (CDRL):** The DD Form 1423 document is in the contract used to order [buy] and require delivery of data; it tells the contractor what data to deliver, when and how such data will be accepted, where to look for instructions, etc.

**Contract Modification:** Any written alteration in the specification, delivery point, rate of delivery, contract period, price, quantity, or other provision of an existing contract, accomplished in accordance with a contract clause; may be unilateral or bilateral.

**Contracting Officer:** The duly warranted representative of the U. S. Government. Only a Contracting Officer may legally bind the Government and obligate appropriated funds in a contract for goods or services.

**Contracting Officer's Representative (COR):** An individual to whom the KO delegates certain contract administration responsibilities. Generally, at the requesting agency's site, but located outside the procurement office.

**Contractor:** A supplier, vendor, or manufacturer having a contract (commitment) to provide specific supplies or services.

**Cost Analysis:** The review and evaluation of a contractor's costs or pricing data, and of the judgmental factors applied in projecting from the data to the estimated costs. Done for the purpose of determining the degree to which the contractor's proposed costs represent what contract performance should cost, assuming reasonable economy and efficiency.

**Cost Evaluation Panel (CEP):** The individuals responsible, during the source selection process, for performing the cost evaluation of proposals submitted in response to a solicitation.

**Cost-Plus-Fixed-Fee (CPFF) Contract:** A cost-reimbursement type of contract that provides for the payment of a fixed fee to the contractor. Does not vary with actual costs, but may be adjusted as a result of any subsequent changes in the work or services to be performed under the contract.

**Cost Realism:** The review of a proposal to determine if the proposed costs (1) are realistic for the proposed effort to be performed; (2) reflects a clear understanding of the requirements; and (3) are consistent with the various elements of the offeror's technical proposal.

**Cost-Reimbursement Contract:** A form of pricing arrangement that provides for payment of allowable, allocable, and reasonable costs incurred in the performance of a contract to the extent that such costs are prescribed or permitted by the contract and uncertainties do not permit costs to be estimated with sufficient accuracy. Commercial items may not be acquired through any type of cost reimbursement contract..

**Data Item Descriptions (DIDS):** This document (DD Form 1664) describes the format and style of the deliverable. For instance, a training manual must conform to specific page layouts,

numbering, etc. The Army Library in the Pentagon has all required information in the Military Documents Section.

**Debarment:** Action taken by a debarring official to exclude a contractor from Government contracting and subcontracting for a reasonable, specified period of time.

**Debriefing:** Successful and unsuccessful offerors, upon written request to the contracting officer within three days (five at the latest) after the date on which that offeror has received notice of contract award, shall be debrief and furnished the basis for the selection decision and contract award. May be done orally, in writing, by electronic means, or any other method acceptable to the contracting officer.

**Delivery Order:** A written order to a contractor pursuant to an indefinite-delivery type contract, which then becomes the basic obligating document for the transaction. Consummation of an originally partial contractual agreement between the contractor and the Government.

**Demonstration:** A display where the equipment or systems of an industry (or industries) are put through various operational exercises or functions to demonstrate capabilities and merits.

**Discussions:** Any oral or written communication between the Government and an offeror, other than communications conducted for the purpose of minor clarification, whether or not initiated by the Government that (a) involves information essential for determining the acceptability of a proposal, or (b) provides the offeror an opportunity to revise or modify its proposal..

**Dispute:** A disagreement of fact(s) under a Government contract that cannot be resolved by agreement between the parties to the contract; handled under the “Disputes” clause in the contract..

**Established Catalogue Price:** A price that is regularly maintained by a manufacturer or vendor, is published or otherwise made available for inspection by customers, and which states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public.

**Established Government Sources:** Government and non-Government sources of supplies, equipment, and services that are designated by law or regulation as mandatory sources, in a set order of priority, for particular items and services.

**Evaluation Factors:** Factors that will be considered in evaluating proposals tailored to each acquisition that have an impact on the source selection decision. Price or cost to the Government shall be included as an evaluation factor, but not weighed in the process. Quality shall also be addressed, and may be expressed in terms of technical excellence, management capability, personnel qualifications, prior experience, past performance, and schedule compliance. Other relevant factors, such as cost realism, may also be included.

**Executive Summary:** A statement from the requesting agency required for all Studies and Information Technology (IT) (hardware, software and services). This is a brief summary of what is needed and is used by the contract specialist to prepare the Synopsis for publication in the Commerce Business Daily (CBD). The Contracting Officer may also require an Executive Summary on other types of acquisitions, if it is deemed necessary.

**Fair and Reasonable:** A subjective evaluation of what each party deems as equitable consideration in areas such as terms and conditions, cost or price, assured quality, and timeliness of contract performance, and/or any other areas subject to negotiation.

**Federal Acquisition Regulation (FAR):** The Government-wide procurement regulation mandated by Congress and issued by the Department of Defense (DoD), the General Services Administration (GSA), and the National Aeronautics and Space Administration (NASA). The FAR supersedes the Defense Acquisition Regulation Supplement (DFARS). All federal agencies are authorized to issue regulations implementing the FAR.

**Federal Supply Schedule Program:** Directed and managed by the GSA, provides federal agencies with a simplified process for obtaining commonly used supplies and services associated with volume buying. One of the seven (7) required sources of supply (FAR Part 8) to use before soliciting commercial items.

**Fee:** An agreed to amount of reimbursement beyond the initial estimate of costs. The term “fee” is used when discussing cost-reimbursement contracts, whereas “profit” is used in relation to fixed-price contracts.

**Firm-Fixed-Price (FFP) Contract:** A contract that provides for a price that is not subject to any adjustment by reason of costs experienced by the contractor in the performance of the contract. Suitable for acquiring commercial items or for acquiring other supplies or services on the basis of reasonably definite functional or detail specification when the contracting officer can establish fair and reasonable prices at the outset.

**Government Furnished Equipment (GFE)/Government Furnished Property (GFP)/Government Furnished Information (GFI) List:** This is a list of those items which will be provided to the contractor which is required for the performance of the SOW. Items must be available at the time of award. If not, it may be more advantageous to the Government not to include GFE. When required, the list must be included in the SOW. Offering or providing any Government property to contractors must be justified in a written D&F which clearly demonstrates that it will be in the best interest of the Government. The D&F must be prepared by the requesting activity and, unless it is for signature at the OSD level, must be signed by the program/project manager, activity/installation commander or District Engineer, as appropriate.

**Indefinite-Delivery Contracts:** Appropriate when the exact times and/or quantities of future deliveries are not known at the time of contract award.

**Independent Government Estimate (IGE):** A Government estimate of the contract price or cost prepared in accordance with FAR Part 4. An IGE and Certification is needed with all procurement actions in excess of the Simplified Acquisition Threshold. Where at all possible, when buying commercial, Commercial Off the Shelf (COTS) items, customers can use a price list, catalog, etc., as an IGE. Sample formats and instructions are addressed elsewhere in this Guide.

**Industry Presentation Roster:** A roster that reflects all pertinent information as to the sequence of events that occurred, or are projected to occur for each briefing, presentation, or demonstration by industry representatives.

**Industry Representative:** An individual representing a legitimate entity of industry who personally requests, or is requested (directly or indirectly) to conduct a briefing, demonstration, or presentation to any office or activity coming within the scope of this pamphlet. (Industry is interchangeable with firm or contractor.)

**Information Technology (IT):** Any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

**Information Technology (IT) Services:** means any service, other than IT support services, performed or furnished by using IT equipment or software.

**Information Technology (IT) Support Services:** means any commercial non-personal services, including IT maintenance, used in support of IT equipment, software, or services

**Inspection:** The examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirement.

**Invitation for Bid (IFB):** The solicitation is called an “Invitation for Bids” when using the sealed-bid method of procurement.

**Justification and Approval (J&A):** Documentation prepared by requesting agency citing statutory authorities to permit using other than full and open competition of all efforts in excess of the Simplified Acquisition Threshold.

**Labor Hour Contract:** (1) A contract that provides for reimbursement of the contractor’s labor costs at a fixed hourly rate. (2) A variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor.

**Level of Effort (LOE):** The devotion of talent or capability to a predetermined level of activity, over a stated period of time, on the basis of a fixed-price or cost-reimbursement pricing arrangement; payment is usually based on effort expended rather than on results achieved.

**Liquidated Damages:** A contract provision providing for the assessment of damages on the contractor for its failure to comply with certain performance or delivery requirements of the contract; used when the time of delivery or performance is of such importance that the Government may reasonably expect to suffer damages if the delivery or performance is delinquent.

**Lowest Overall Cost:** The least expenditure of funds over the life of the acquisition.

**Mandatory Requirements:** Those contractual conditions and technical specifications that are established by the Government as being essential to meeting required needs.

**Market Survey:** An attempt to determine whether other qualified sources are capable of satisfying Government's requirement exist.

**Negotiated Acquisition:** The method of contracting in which offerors submit proposals in response to a solicitation in which discussions may, or may not be required. The proposals are evaluated and terms negotiated prior to award.

**Negotiations:** Government acquisition of supplies or services by other than sealed bidding procedures.

**Noncompetitive Acquisition:** The Government's requirements are necessary specifications which, are so restrictive that there is only one known manufacturer or software developer capable of satisfying the Government's requirement. Acquisitions based on specific make and model specifications/purchase descriptions fall in this category, notwithstanding the existence of adequate price competition.

**Offer:** (1) A legally binding promise by one party to another, to enter into a contractual agreement, if the offer is accepted. In sealed bidding, offers made in response to IFBs are called "bids"; in negotiated acquisitions in response to an RFP, called a "proposal."

**Option:** A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional quantities of the supplies or services called for in the contract, or may elect to extend the period of performance of the contract.

**Past Performance Information:** Relevant information regarding a contractor's actions under previously awarded contracts. Now required on all contract actions over the Simplified Acquisition Threshold.

**Past Performance Evaluation:** A contractor's past performance record is a key indicator for predicting future performance. A satisfactory performance record is a prerequisite to being determined a "responsible source." Additional information on past performance evaluation can be found elsewhere in this Guide.

**Preaward Survey:** An evaluation of a prospective contractor's capability to perform a specific contract, performed by the contract administration office or the purchasing office, with assistance from an audit organization at the request of either office.

**Pre-Bid Conference:** A conference held with prospective bidders in sealed-bid procurements prior to the submission of a bid to clarify any ambiguous situations, answer bidder questions, and ensure that all bidders have a common basis of understanding regarding the supplies or services required. Also known as a "Preproposal Conference"

**Preproposal Conference:** A meeting held with contractors after Requests for Proposals (RFPs) have been sent out in order to promote uniform interpretation of work statements and specifications to all prospective contractors.

**Presentation:** A display arranged by industry representatives to show their products (for example, equipment, systems, services, end deliverables) to interested Government personnel and to answer questions about application and capabilities.

**Presolicitation Conference:** A meeting held with potential offerors prior to issuance of a formal solicitation, to discuss technical and other problems connected with a proposed procurement. Also used to elicit the interest of prospective contractors in pursuing the task, such as an R&D effort..

**Price Analysis:** The process of examining and evaluating a prospective price without evaluation of the separate cost elements and proposed profit of the individual offeror.

**Privity of Contract:** The legal relationship between two parties to the same contract. The Government has "privity of contract" with the prime contractor. Therefore, the Government's relationship with any subcontractor is indirect, and must be channeled through the prime contractor.

**Procurement:** Includes all stages of the process of acquiring property or services. beginning with the process for determining a need for the property or services and ending with contract completion and close-out.

**Procurement Lead Time:** The time interval between the initiation of procurement and the receipt of product or service.

**Program Manager:** An official point of contact (action officer) for action within a given organization.

**Program Office:** The user or requiring organization in an acquisition.

**Proposal:** A offer's response to a Government Request for Proposal (RFP) that presents the offer's approach to meeting the Government's requirement.



**Protest:** A written objection by an interested party to a solicitation for a proposed contract for the acquisition of supplies or services or a written objection by an interested party to a proposed award or the award of such a contract.

**Purchase Description:** An exact description of a product or service, used in IFBs, RFPs, and contracts to tell prospective suppliers precisely what is required. Also known as a Purchase Request.

**Ratification of Unauthorized Commitments:** “Ratification” means the act of approving an unauthorized commitment by an official who has the authority to do so. “Unauthorized commitment” means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

**Request for Proposal (RFP):** A solicitation document used in negotiated acquisitions to communicate Government requirements and to solicit proposals. Generally issued on requirements over \$25,000. A proposal received in response to an RFP is an offer that can be accepted by the Government to create a binding contract, either following negotiations or, when authorized, without discussion.

**Request for Quotations (RFQ):** A solicitation document used in acquisitions to communicate Government requirements to prospective contractors and to solicit quotations. A quotation received in response to an RFQ is not considered an offer and cannot be accepted by the Government to create a binding contract.

**Requiring Organization/Activity:** The office, organization, or activity that needs the product/ services being acquired, desiring a briefing, presentation, or demonstration by an industry representative, or desiring to test and evaluate equipment or systems. Often used synonymously with user organization and program office.

**Responsible Bidder/Vendor:** A capable party that has the financial resources, personnel, facilities, integrity, and overall capability to fulfill specific contractual requirements satisfactorily.

**Restrictive Specifications:** A detailed and precise description of an item(s) being procured that needlessly limit competition, e.g., “brand name” without the words “or equal”.

**Scope:** The description in the Statement of Work of all products and services to be provided by the contractor.

**Sealed Bidding:** A method of contracting that uses competitive bids that are opened publicly.

**Simplified Acquisition Threshold:** An acquisition of supplies or non-personal services, currently up to \$100,000.

**Solicitation:** A document requesting or inviting offerors.

**Source Selection Authority (SSA):** The person that makes the final source selection in a competition.

**Source Selection Evaluation Board (SSEB):** A group of personnel representing the various functional and technical disciplines relevant to the acquisition, whose function is to evaluate proposals and report its findings..

**Source Selection Plan (SSP):** A document that describes the source selection process including evaluation criteria, evaluation, methodology, responsibilities of evaluators, and final selection procedures. The document that explains how proposals will be solicited and evaluated in order to make the source selection decision.

**Specification:** A description of the technical requirements for a material, product, or service that includes the criteria for determining that the requirements have been met. Three types of specifications used in Government contracting are: performance, functional, and design..

**Statement of Work (SOW):** That portion of a contract describing the actual work to be done by means of specifications or other minimum requirements, quantities, performance date, and a statement of the requisite quality..

**Synopsis:** An abbreviated description of a procurement that is published in the Commerce Business Daily in advance of the procurement.

**Technical Data:** Recorded information, regardless of form or method of the recording, of a scientific or technical nature (including computer software documentation).

**Technical Evaluation Board (TEB):** During the source selection process, the individuals responsible for performing the technical evaluation of proposals submitted in response to an RFP.

**Technical Leveling:** Helping a vendor bring its proposal up to the level of other proposals by pointing out weaknesses resulting from the offeror's lack of diligence, competence, or inventiveness in preparing the proposal. This practice is not allowed in federal government contracting.

**Technical Transfusion:** Disclosing technical information from one or more vendor's proposals that allows competing vendors to improve their proposals. This practice is not allowed in federal government contracting

**Termination:** An action taken pursuant to a contract clause in which the contracting officer unilaterally ends all or part of the work; can be "Termination for Convenience," in which the ending of work is in the best interest of the Government, or "Termination for Default," in which the contractor has not performed according to the terms of the contract.

**Terms and Conditions:** All language in a contract, including time of delivery, packing and shipping, applicable standard clauses, and special provisions.

**Test and Evaluation:** A process where equipment or systems are provided by industry to an authorized entity of the U. S. Government having functional responsibility for operational tests and concurrent evaluation as provided for by an executed agreement and license.

**Time-and-Materials Contract:** A type of contract providing for a fixed hourly rate, including overhead and profit and material at cost plus handling charges. Used when it is impossible to estimate schedule and costs at the time of contract award. If no material is involved, it is termed a Labor-Hour contract.

**Two-step Sealed Bidding:** An acquisition process that involves an initial technical evaluation followed by an evaluation of cost proposals for only those bidders with acceptable technical proposals.

**U.S.C.:** United States Code

**Warranty:** An agreement by a contractor that it will be liable for meeting contract specifications for a stated period of time after acceptance.

# PART 12

## REFERENCED DIRECTIVES, REGULATIONS AND INSTRUCTIONS

## REFERENCED DIRECTIVES, REGULATIONS AND INSTRUCTIONS

<u>Reference Number</u>	<u>Title (Proponent)</u>
<b><u>ARMY</u></b>	
AFARS	Army Federal Acquisition Regulation Supplement
AR 1-39	Defense Supply Service-Washington (OSA)
AR 5-5	The Army Study System (OCSA)
AR 5-14	Managing Analytical Support Service (OCSA)
AR 10-8	US Army Computer Systems Selection and Acquisition (OCSA)
AR 25-1	The Army Information Resources Management Program
AR 25-3	Army Life Cycle Management of Information Systems
AR 25-5	Information For Management For The Sustaining BASE (OCSA)
AR 25-30	Army Integrated Publishing and Printing Program
AR 40-4	Army Medical Department Facilities/ Activities (TSG)
AR 70-1	Army Acquisition Policies (DCSRDA)
AR 108-2	US Army Training and Audiovisual Support (DCSOPS)
AR 300-5	Correspondence and Mail Management (TAG/TAGCEN)
AR 340-4	Files Equipment (TAG/TAGCEN)
AR 621-1	Training of Military Personnel at Civilian Institutions (MILPERCEN)
AR 600-10	The Army Casualty System (TAG/TAGCEN)

**Reference Number****Title (Proponent)****DEFENSE**

DFARS	Defense Acquisition Regulation Supplement
DoD 4000.19-M	Defense Retail Inter-service Support, (DRIS) Manual (MI&L)
DoD 4000.25-1-M	Military Standard Requisitioning and Issue Procedures,(MILSTRIP)
DoD 4000.25-7-51	Military Standard Billing System (MILSBILLS)
DoD 4115.1 (MRA&L)	DoD Coordinated Procurement Program Purchases Assignment
DoD 4120.3-M	Defense Standardization and Specification Program Policies, Procedure and Instructions (USDRE)
DoD 4140-51	Exchange of Non-excess Personal Property in the DoD (MRA&L)
DoD 5335-2-C-7A	DSS-W Stock Record Catalog
DoD 5500.7	DoD Freedom of Information Act Program (PA)
DoDD 4000.19	Basic Policies and Principles of Inter-service, Interdepartmental and Interagency Support.
DoDD 4145.19	Storage and Warehousing Facilities & Service
DoDD 5120.20	American Forces Radio & Television (PA)
DoDD 5220.22-M	Department of Defense Industrial Security Manual for Safeguarding Classified Information
DoDD 5220.22-R	Department of Defense Industrial Security Program (USDP)
DoDD 5305.6	DoD Office Furniture Standards for the NCR
DoDD 5335.2	DSS-W in the National Capital Region (NCR)
DoDD 5335.2-M-2A	Self-Service Supply Center (SSSC) (OSA)
DoDD 5500.7	Joint Ethics Regulation
DoDI 5010.22	DoD Contract Studies Management (USDR&E)